In my opinion it did by section 3(2) which provides as follows: —

"In any written law and in any document whatsoever, unless the context otherwise requires, any reference to a local authority or the City Council or the Rural Board or any officer thereof, shall be construed as a reference to the Government, Minister or public officer for the time being, under and by virtue of this Ordinance, discharging the functions performed by such local authority, the City Council, Rural Board or any officer thereof, as the case may be, prior to the coming into operation of this Ordinance."

By virtue of this sub-section, any reference to the City Council in the Premiums on Leases Ordinance must be construed as a reference to the Government. The respondents must therefore, to comply with condition (b) of section 2(1) of the Premiums on Leases Ordinance, forthwith present the agreement for inspection to the Government.

Accordingly, in my judgment it was not impossible for the respondents to comply with condition (b). They could and should have complied with it by forthwith presenting the agreement to the Government. In practice the presentation would be made to the appropriate Ministry or, to those more familiar with governmental procedures, the presentation would be made to the Chief Assessor which was in fact done by the respondents' solicitors in the present case. Unfortunately for the respondents, the presentation was not made forthwith within the meaning of condition (b) and accordingly I would allow the appeal with costs here and below.

Tan Ah Tah F.J. and **Buttrose J.** concurred.

Appeal allowed.

Solicitors: *Donaldson & Burkinshaw; Drew & Napier.*

HIGHLANDS MALAYA PLANTATIONS LTD. v. COLLECTOR OF LAND REVENUE, KLANG

[O.C.J. (Raja Azlan Shah J.) April 4, 1968]

[Kuala Lumpur — Civil Application No. 5 of 1967]

Land Laws — Acquisition of land — Claim for compensation — Application for extension of time — Limitation — Land Acquisition Act, 1960, s. 36 & 1st Schedule cl. 4(b).

One of the alternatives put forward by the applicant in support of his motion read: "That the applicant be granted extension of time in which to submit a claim for compensation up to the day following the date on which the Collector of Land Revenue received the applicant's valuer's letter dated 18th June 1964." The collector had adjourned the proceedings on June 25, 1963 and the award was made on May 11, 1964 on the basis that the applicant had omitted to make a claim for compensation.

Held: it is for the land acquisition judge to decide whether the omission to submit the claim for compensation was founded on sufficient reasons. Under the circumstances of the case the motion could not be entertained.

MOTION.

S. D. K. Peddie for the applicants.

Haji Mohamed Azmi bin Dato Haji Kamaruddin (Legal Adviser, Selangor) for the respondent.

Raja Azlan Shah J.: Of the three alternatives put forward by the applicants in support of his motion, it is sufficient for me to state that only the last one merits consideration. It reads:

"That the applicant be granted extension of time in which to submit a claim for compensation up to the day following the date on which the Collector of Land Revenue received the applicant's valuer's letter dated 18th June 1964".

It is clear that the collector adjourned the proceeding on 25th June 1963. The award was made on 11th May 1964 on the basis that the applicant had omitted to make a claim for compensation.

Briefly, the applicants' explanation for the omission is this: confusion had arisen due to the fact that the land gazetted for acquisition in connection with the Damansara water supply scheme had also been gazetted for acquisition for the purpose of a new town, and as such it was not possible to formulate a claim for compensation at that stage because it was not possible to ascertain whether the claim should be submitted in connection with the water supply scheme or in connection with the new town. That proposition was contained in a letter dated 14th April 1964 written by the applicants' valuer to the collector.

That may afford sufficient reason for such omission but, in my opinion, that is a matter for the land acquisition judge to decide. That is clear from the wording of clause 4(b) of the First Schedule which prescribes the amount of compensation which the court can award when deciding a reference made to it under section 36. If the court should then decide that the omission to submit the claim is founded on sufficient reason, it has power to enhance the amount of compensation (see 5th edn. *Sanjiva Row* on Land Acquisition and Compensation, at p. 638).

In the circumstances I do not feel disposed to entertain the motion. It is accordingly dismissed. There will be no order as to costs.

Motion dismissed.

Solicitors: *Skrine & Co.*

GOH BENG SENG v. DOL BIN DOLAH

[O.C.J. (Sharma J.) June 26, 1969]

[Malacca — Civil Suit No. 201 of 1966]

Negligence — Road accident — Driving at speed — Negotiating bend — Resting arm on car window while driving.

Damages — Personal Injuries — Refusal to undergo a second operation — Whether acting unreasonably.

Damages — Personal injuries — Assessment — Method of — Desirability of a lump sum award.

Evidence — Inadmissible evidence — Duty of court to disallow — Statement to police — Criminal Procedure Code (Cap. 21), s. 124 and Evidence Ordinance, 1950, s. 155.

Road Traffic — Driving on public road — Duty to others.

At about 1.30 a.m. on April 19, 1966 there was an accident at 13½ milestone Machap Baru/Durian Tunggal Road involving the plaintiff's car and a lorry driven by the defendant. The facts were: (a) the two vehicles were travelling